

## **UW TechTransfer Invention Licensing Wilson Lab: Reagent Requests - Constructs & Transgenic Mice**

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## Reagents

Reagents described in publications from our laboratory are available for distribution to investigators in academic laboratories for non-proprietary purposes. These include plasmids and similar reagents and transgenic mouse strains. Investigators wishing to receive a specific reagent should complete the Materials Transfer Agreement relevant to their request. This can be mailed or faxed along with a specific letter of request to:

Christopher B. Wilson, M.D.  
Department of Immunology, Box 357650  
University of Washington  
1959 NE Pacific St  
Seattle, WA 98195  
Phone 206-685-3956  
FAX 206-616-4561  
email [cbwilson@u.washington.edu](mailto:cbwilson@u.washington.edu)

## **Materials Transfer Agreement – Reagent Requests Non Profit Institutions**

The University of Washington, acting through UW TechTransfer Invention Licensing, a public institution of higher education and agency of the state of Washington, with administrative offices at 4311 - 11th Ave NE, Suite 500, Seattle, WA 98105 (“Provider”) will provide to the (insert Recipient Institution name here) (“Recipient”), with administrative offices at (insert address here) the (insert the name of material) including any progeny and unmodified derivatives (“Material”). The Material is available to Recipient on non-exclusive basis. The terms are as follows:

1. Recipient agrees to utilize the Material solely for the purpose of academic research and will not distribute the Material to any person external to the Recipient without the prior written permission of the Provider.
2. THE MATERIAL DELIVERED HEREBY IS EXPERIMENTAL IN NATURE. THE PROVIDER MAKES NO WARRANTIES, REPRESENTATION, OR UNDERTAKING WITH RESPECT TO THE UTILITY, EFFICACY, NONTOXICITY, SAFETY, OR APPROPRIATENESS OF USING THE MATERIAL. THE PROVIDER MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.
3. None of the Material provided may be used for any commercial development directly or indirectly unless a license granting same is executed between the Provider and Recipient through UW TechTransfer Invention Licensing. Recipient agrees not to sell or otherwise transfer the Material, or any other material that could not have been made but for the Material to any other party, whether with or without consideration, for any purpose or use.
4. The Material provided will not be used on any human subjects and in so far as it is administered to animals, no animal to which the Material is administered, or animal products derived therefrom, will be used for food, therapeutic or diagnostic purposes, or kept as a domestic pet or livestock. Any cells which are treated with the Material will not be used for therapeutic or diagnostic purposes.
5. Recipient will use the Material in compliance with all laws, governmental regulations, and guidelines that may be applicable to the Material, including, without limitation, export laws, current NIH guidelines, and any regulations or guidelines pertaining to research with recombinant DNA. Recipient agrees to abide by all U.S. export laws and regulations. Accordingly, Recipient is solely responsible for securing any necessary permission or license.
6. Recipient agrees that any person with the Recipient utilizing the Material will be advised of, and is subject to, the conditions in this Agreement (“Agreement”).

7. The Provider scientific contact shall be: **Christopher Wilson, Department of Immunology, Box 357650, University of Washington, 1959 NE Pacific St, Seattle, WA 98195.**
8. The Recipient scientific contact shall be: **(insert name here)**
9. Recipient assumes all liability for damages that may arise from its use, storage, or disposal of the Material, and will indemnify, defend, and hold harmless Provider and its employees, students, and agents from any loss, claim, damage, or liability of any kind that may arise from or in connection with this Agreement or the use and handling of the Material. In no case will Provider or its employees, students, or agents be liable for any claim, loss, or demand made by Recipient, or made against Recipient by any other party, including any incidental, special, or consequential damages resulting from the use or handling of the Material.
10. Articles 2 (Warranty) and 9 (Indemnification) and other provisions which by their context would survive, shall survive the termination of this Agreement.
11. The term of this Agreement shall commence on the last date of signature and shall continue until completion of research or for a period of seven (7) years, whichever comes first. Upon expiration of this Agreement, Recipient agrees to provide to Provider a written statement that all samples of Material have been destroyed.
12. This Agreement and all rights and obligations hereunder will not be assigned, licensed, sub-licensed, mortgaged, pledged, or otherwise transferred, encumbered, or disposed of, including by operation of law, in whole or in part, by either party unless agreed to in writing by an authorized representative of both parties. This Agreement will be binding upon any such permitted assigns.
13. Recipient shall not use the name of Provider in any public announcements, publicity, or advertising with respect to the subject matter of this Agreement without the prior written approval of Provider.

If the foregoing terms are acceptable, please have a representative of the Recipient sign in the space indicated for signature. **Please return two signed copies of this Agreement to UW TechTransfer Invention Licensing, University of Washington, 4311 - 11th Ave NE, Suite 500, Seattle, WA 98105** and send another copy to Christopher Wilson, Department of Immunology, Box 357650, University of Washington, 1959 NE Pacific St, Seattle, WA 98195.

This Agreement may be executed by facsimile or duplicate originals. This Agreement may be executed in several counterparts, all of which taken together will constitute effective execution.

**The undersigned agrees with and accepts the foregoing:**

Recipient:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Recipient Investigator

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Phone:

Fax:

E-mail:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Phone:

Fax:

E-mail:

University of Washington:

\_\_\_\_\_  
UW TechTransfer Invention Licensing  
University of Washington  
4311 - 11th Ave NE, Suite 500  
Seattle, WA 98105  
P: 206/543-3970  
F: 206/685-4767

\_\_\_\_\_  
Date

## Transgenic Mice

Investigators wishing to receive lckCre or CD4Cre mice (as described in Lee PP, Fitzpatrick DR, Beard C, Jessup HK, Lehar S, Makar, KW, Perez-Melgosa, M, Sweetser, MT, Schlissel, MS, Nguyen S, Cherry SR, Tsai, JH, Tucker S, Weaver, WM, Kelso A, Jaenisch R, Wilson CB. *A critical role for Dnmt1 and DNA methylation in T cell development, function and survival*. Immunity 15:763-774, 2001) are asked to contact Elizabeth Majane at NIAID, who will provide an MTA and arrange for mice to be sent from Taconic, where they have been deposited. If you are unable to get these mice from them, or have a colleague to whom we have sent the mice who could provide them to you, or you are requesting other transgenic mice developed in our laboratory, you may download and fill out the following Materials Transfer Agreement, complete the form, and forward two copies to the above address/fax with a cover letter requesting permission to obtain the mice.

It has come to my attention that some investigators using the Lck-Cre mice have seen not only high-level deletion in double-negative thymocytes but partial to complete deletion in non-lymphoid tissues in some animals. This is not evident in most crosses to mice with loxP-flanked alleles, even in laboratories in which it has been seen in other crosses. In crosses and generations in which it has been observed, the frequencies have ranged from 0--50% of the offspring. This has been confirmed in a recent complex cross in our laboratory. These occurrences are unpredictable and suggest variegated aberrant expression of the transgene in non-lymphoid contexts in some genetic backgrounds. To date, when this occurs it has been apparent in tail DNA samples. You should determine whether this occurs in your crosses and interpret the results accordingly. Aberrant deletion has not been observed with the CD4-Cre transgenic mice.

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The University of Washington, acting through UW TechTransfer Invention Licensing, a public institution of higher education and agency of the state of Washington, with administrative offices at 4311 11<sup>th</sup> Avenue N.E, Suite 500, Seattle, WA 98105 (hereinafter “Provider”) will provide to your institution ([fill in institution name](#)) with a business address of ([insert address here](#)) (hereinafter “Recipient”) [mice \(fill in quantity of mice and designation\)](#) including any progeny and unmodified derivatives (hereinafter “Material”). The Material is available to you on non-exclusive basis. The terms are as follows:

1. RECIPIENT ACKNOWLEDGES AND AGREES THAT IN ADDITION TO EXECUTING THIS MATERIALS TRANSFER AGREEMENT, YOU MUST ALSO EXECUTE A "NON-COMMERCIAL RESEARCH LICENSE AGREEMENT" WITH BRISTOL-MYERS SQUIBB COMPANY TO U.S. PATENT 4,959,317 PRIOR TO YOUR USE OF THIS MATERIAL FOR ANY PURPOSE. You must contact Bristol- Myers Squibb at the following address to obtain a copy of the above license agreement or with respect to any questions regarding license rights under U.S. patent number 4,959,317. Bristol-Myers Squibb Company, Experimental Station – E353/224, Wilmington, Delaware 19880-053, Attention, Director, External Science and Technology Group (fax numbers: 302-695-1988).
2. Recipient agrees to utilize the Material solely for the purpose of academic research and will not distribute the Material to any person external to Recipient, without the prior written permission of Provider.
3. THE MATERIAL DELIVERED HEREBY IS EXPERIMENTAL IN NATURE. THE PROVIDER MAKES NO WARRANTIES, REPRESENTATION OR UNDERTAKING WITH RESPECT TO THE UTILITY, EFFICACY, NONTOXICITY, SAFETY OR APPROPRIATENESS OF USING THE MATERIAL. THE PROVIDER MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.
4. None of the Material provided may be used for any commercial development directly or indirectly unless a license granting same is executed between the Provider and Recipient through UW TechTransfer Invention Licensing. Recipient must also execute a separate commercial license from Bristol-Myers Squibb Company to U.S. Patent 4,959,317 prior to any such use, such license to be granted at the sole discretion of Bristol-Myers Squibb.

5. The Material provided will not be used on any human subjects and in so far as it is administered to animals, no animal to which the Material is administered, or animal products derived therefrom, will be used for food, therapeutic or diagnostic purposes, or kept as a domestic pet or livestock. Any cells which are treated with the Material will not be used for therapeutic or diagnostic purposes.
6. Recipient will use the Material in compliance with all laws, governmental regulations and guidelines, including, without limitation, current NIH guidelines and any regulations or guidelines pertaining to research with recombinant DNA that may be applicable to the material. Recipient agrees to abide by all U.S. export laws and regulations. Accordingly, Recipient is solely responsible for securing any necessary permission or license.
7. Recipient agrees that any person with Recipient utilizing the Material will be advised of, and is subject to, the conditions in this Agreement (“Agreement”).
8. Recipient agrees to acknowledge the source of the Materials in all publications by referencing the original publication describing the Mice. This reference is: Lee PP, Fitzpatrick DR, Beard C, Jessup HK, Lehar S, Makar, KW, Perez-Melgosa, M, Sweetser, MT, Schlissel, MS, Nguyen S, Cherry SR, Tsai, JH, Tucker S, Weaver, WM, Kelso A, Jaenisch R, Wilson CB. A critical role for Dnmt1 and DNA methylation in T cell development, function and survival. *Immunity*, 15: 763-774, 2001.
9. Provider shall not be liable for any use of the Material or related know how, and Recipient hereby agrees to defend, indemnify and hold the Provider and its employees harmless from any loss, claim, damage or liability, of whatsoever kind or nature that may arise from, or in connection with the Agreement, or the use of the Material or related know-how hereunder, except insofar as such loss, claim, damage or liability arises out of gross negligence or willful misconduct on the part of the Provider.
10. The University scientific contact shall be: **Christopher Wilson, Department of Immunology, Box 357650, University of Washington, 1959 NE Pacific St, Seattle, WA 98195.**
11. The Recipient scientific contact shall be: [\(insert name of Recipient Scientific contact\)](#)
12. Articles 3 (Warranty) and 9 (Indemnification) and other provisions which by their context would survive, shall survive the termination of this Agreement.
13. This Agreement and all rights and obligations hereunder will not be assigned, licensed, sub-licensed, mortgaged, pledged, or otherwise transferred, encumbered, or disposed of, including by operation of law, in whole or in part, by either party unless

- agreed to in writing by an authorized representative of both parties. This Agreement will be binding upon any such permitted assigns.
14. Recipient shall not use the name of Provider in any public announcements, publicity, or advertising with respect to the subject matter of this Agreement without the prior written approval of Provider.

If the foregoing terms are acceptable, please have a representative of the Institution sign in the space indicated for signature. **Please return two signed copies of this Agreement to UW TechTransfer Invention Licensing, University of Washington, 4311 - 11th Ave NE, Suite 500, Seattle, WA 98105** and send another copy to Christopher Wilson, Department of Immunology, Box 357650, University of Washington, 1959 NE Pacific St, Seattle, WA 98195.

After receipt of the executed Agreement we will arrange to provide you with the Material.

This Agreement may be executed by facsimile or duplicate originals. This Agreement may be executed in several counterparts, all of which taken together will constitute effective execution.

**The undersigned agrees with and accepts the foregoing:**

Recipient:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Research Investigator

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Date

University of Washington:

\_\_\_\_\_  
UW TechTransfer Invention Licensing  
4311 11<sup>th</sup> Avenue N.E., Suite 500  
Seattle, Washington 98105  
Phone: (206) 543-3970  
Fax: (206) 685-4767

\_\_\_\_\_  
Date